

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of

Meert, *et al.*

Application No.: 09/893,102

Filed: June 27, 2001

For: **HOT SWAPPABLE
ELECTRONIC MODULE WITH
NON-STAGGERED CONNECTORS**

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) Group Art Unit: *Unassigned*
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) Examiner: *Unassigned*
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**POWER OF ATTORNEY BY ASSIGNEE
TO EXCLUSION OF INVENTOR UNDER 37 C.F.R. § 3.71
WITH REVOCATION OF PRIOR POWERS**

Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

The undersigned ASSIGNEE of the entire interest in the above-identified patent application hereby appoints

OLSEN, Kenneth (Reg. # 26,493);	CREAN, Timothy J. (Reg. #37,116);
SILVERMAN, Alexander E. (Reg. # 37,940);	GUPTA, Anirma R. (Reg. # 38,275);
LEWIS, Sean P. (Reg. # 42,798);	SCHALLOP, Michael J. (Reg. # 44,319);
CHEN, Bernice B. (Reg. # 42,403);	KRALL, Noreen A. (Reg. # 39,734);
LUTTON, Richard J., Jr. (Reg. # 39,756);	WARD, Monica D. (Reg. # 40,696);
FOODMAN, Marc D. (Reg. # 34,110);	CHAGANTI, Naren (Reg. # 44,602);
LEE, Elaine (Reg. # 41,936);	MATSUBAYASHI, Hugh H. (Reg. # 43,779);
SORKIN, Paul (Reg. # 39,039);	GLAUBENSKLEE, Marilyn E. (Reg. # 35,521);
AGHEVLI, Ramin (Reg. # 43,462);	CHEN, Andrew C. (Reg. # 43,544); and
MYERS, Jeffrey L. (Reg. # 44,252)	
of SUN MICROSYSTEMS, INC., and	
PARK, A. Richard (Reg. # 41,241);	VAUGHAN, Daniel E. (Reg. # 42,199);

FLEMING, Hoyt (Reg. # 41,752); and GRUNDLER, Edward (Reg. # 47,615)
of PARK, VAUGHAN & FLEMING LLP, to prosecute this application and/or transact all business
in the United States and Trademark Office in connection therewith and hereby revokes all prior
powers of attorney; said appointment to be to the exclusion of the inventors and the inventors'
attorneys in accordance with the provisions of 37 C.F.R. § 3.71.

The following evidentiary documents establish a chain of title from the original owner to the
Assignee:

 X a copy of an Assignment attached hereto, which Assignment has been (or is herewith)
forwarded to the Patent and Trademark Office for recording; or

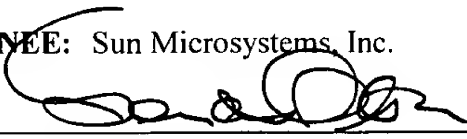
 the Assignment recorded on at reel , frames - .

Pursuant to 37 C.F.R. § 3.73(b) the undersigned Assignee hereby states that evidentiary
documents have been reviewed and hereby certifies that, to the best of ASSIGNEE's knowledge and
belief, title is in the identified ASSIGNEE.

Direct all telephone calls and correspondence to:

Daniel Vaughan
Park, Vaughan & Fleming LLP
702 Marshall Street
Suite 310
Redwood City, CA 94063
(650) 474-1973

ASSIGNEE: Sun Microsystems, Inc.

Name: 
(Signature)

Name: Kenneth Olsen

Title: Vice President of Intellectual Property

Date: July 12, 2001

**JOINT TO CORPORATE
ASSIGNMENT**

WHEREAS, the undersigned,

(1) MEERT, Carl L.
965 East El Camino Real, #232
Sunnyvale, CA 94087

(2) JOCHIONG, Victor E.
1248 Lattie Lane
Mill Valley, CA 94941

(3) HO, Raymond K.
1395 Stanton Way
San Jose, CA 95131

(4) KERMAANI, Kaamel M.
10300 Mira Vista Road
Cupertino, CA 95014

hereinafter termed "Inventors", have invented certain new and useful improvements in

HOT SWAPPABLE ELECTRONIC MODULE WITH NON-STAGGERED CONDUCTORS

and have executed a declaration or oath of inventorship for an application for a United States patent disclosing and identifying the invention on:

- | | |
|---|---|
| (1) the <u>18th</u> day of <u>June</u> , 2001; | (2) the <u>18th</u> day of <u>June</u> , 2001; |
| (3) the <u>8th</u> day of <u>June</u> , 2001; | (4) the <u>25th</u> day of <u>June</u> , 2001. |

Said application: ☒ being filed herewith; OR
 ☐ having Application No. _____, filed on _____, 2001.

WHEREAS, Sun Microsystems, Inc. a corporation of the State of Delaware, having a place of business at 901 San Antonio Road, Palo Alto, CA 94303, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the

United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

Date: 6/18/01

Signature: Carl Meert

Name: Carl L. Meert

Date: 6/18/01

Signature: Victor E. Jochiong

Name: Victor E. Jochiong

Date: 06/08/01

Signature: Raymond K. Ho

Name: Raymond K. Ho

Date: 06/25/01

Signature: Kaamel M. Kermaani

Name: Kaamel M. Kermaani